| Case | 8:24-bk-12527-TA Doc 67 Filed 04/11/ Main Document P | | | | | | |
|------|---|--|--|--|--|--|--|
| 1 | RICHARD A. MARSHACK | | | | | | |
| 2 | rmarshack@marshackhays.com MARSHACK HAYS WOOD LLP | | | | | | |
| 3 | 870 Roosevelt Avenue Irvine, CA 92620 | | | | | | |
| | Telephone: (949) 333-7777 Facsimile: (949) 333-7778 | | | | | | |
| 5 | Chapter 7 Trustee | | | | | | |
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| 7 | | | | | | | |
| 8 | UNITED STATES I | BANKRUPTCY COURT | | | | | |
| 9 | CENTRAL DISTRICT OF CAL | IFORNIA, SANTA ANA DIVISION | | | | | |
| 10 | | 1 | | | | | |
| 11 | In re | Case No. 8:24-bk-12527-TA | | | | | |
| 12 | KRISTINA LYNN SMITH, | Chapter 7 | | | | | |
| 13 | Debtor. | CHAPTER 7 TRUSTEE'S APPLICATION TO EMPLOY REAL ESTATE AGENT; | | | | | |
| 14 | Debtor. | DECLARATION OF CLARENCE YOSHIKANE IN SUPPORT | | | | | |
| 15 | | [11 U.S.C. §§ 327(a) and 328(a); | | | | | |
| 16 | | FRBP 2014; and LBR 2014-1(b)] | | | | | |
| 17 | | [No Hearing Required Unless Requested – LBR 9013-1(o)(1) | | | | | |
| 18 | | | | | | | |
| 19 | TO THE HONORABLE THEORDOR C. AL | BERT, UNITED STATES BANKRUPTCY | | | | | |
| 20 | JUDGE, THE OFFICE OF THE UNITED ST. | ATES TRUSTEE, AND ALL OTHER | | | | | |
| 21 | INTERESTED PARTIES: | | | | | | |
| 22 | Richard A. Marshack, Chapter 7 Trusto | ee ("Trustee" or "Applicant") for the bankruptcy | | | | | |
| 23 | estate (the "Estate") of Kristina Lynn Smith (| "Debtor"), brings this application for authorization | | | | | |
| 24 | to employ Clarence Yoshikane of BHHS / Ber | kshire Hathaway HomeServices CA Properties as | | | | | |
| 25 | the Trustee's real estate agent ("Agent") in the | is bankruptcy case (the "Application"). | | | | | |
| 26 | In support thereof, Trustee respectfully | y represents as follows: | | | | | |
| 27 | /// | | | | | | |
| 28 | /// | | | | | | |
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| | EMPLOY AGE | l NT APPLICATION | | | | | |
| | 5000-611 | | | | | | |

| Case | 8:24-bk-12527-TA | Doc 67 | Filed 04/1 | .1/25 | Entered 04/11/25 17:09:52 | Desc |
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| | | | ocument | | | |

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Background Information

On October 3, 2024, Debtor filed a voluntary petition under Chapter 7 of Title 11 the United States Code. On the same date, Richard A. Marshack ("Trustee") was appointed as the Chapter 7 trustee.

On October 17, 2024, as Dk. No. 9, Debtor filed the schedules and statements.

On October 28, 2024, as Dk. No. 13, the Trustee filed a notice of assets.

On November 5, 2024, as Dk. No. 15, Debtor filed amended schedules A/B and C.

The Property

In her Schedule A/B, Debtor lists an ownership interest in real property located at and commonly known as 27591 Kathy Ct., Laguna Niguel, CA 92677 ("Property") which Debtor values at \$1,924,800. The Property is a single-family home in Orange County, California. Title to the Property is held in joint tenancy of the Debtor and Jeff Gomez.

Debtor's Amended Schedule C reflects an exemption in the amount of \$699,421 and Schedule D reflects liens totaling \$897,508.

Agent has viewed the Property and, based on the comparable sales in the area, the current market value of the Property is \$1,800,000 to \$2,000,000.

Services To Be Performed

In order to market the Property most effectively, and thereby to liquidate the same for the best and highest price, Trustee has solicited the assistance of Agent, a licensed real estate agent. Agent, on behalf of Trustee, has examined the information related to the Property and has agreed to advertise the Property at the Agent's expense, to show the Property to interested parties, to represent the Estate as seller in connection with the sale of the Property, and to advise Trustee with respect to obtaining the highest and best offers available in the present market.

Based on the foregoing agreement, Trustee desires to enter into listing agreement and addendum (the "Listing Agreement"), in substantially the form as attached hereto as **Exhibit "1,"** to employ Clarence Yoshikane of Berkshire Hathaway HomeServices CA Properties as the Estate's real estate agent to procure and submit to Trustee offers to purchase the Property.

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| | | Main D | ocument | Page | e 3 of 19 | |

Compensation Procedure

In consideration for such services, subject to further application and Court order, the Agent will receive, upon consummation of a sale, a real estate agent's commission in an amount equal to six percent (6%) of the purchase price, subject to a carve-out to the Estate of two percent (2%) of the total commission.

Agent has been informed and understands that no sale of the Property may be consummated until after a notice to creditors with the opportunity for a hearing as well as a Court order.

Pursuant to the Listing Agreement, the commission will only be paid to the Agent from the proceeds of the sale of the Property and after Court approval. The Trustee requests that he be authorized to pay such commission as an administrative expense through escrow at the closing of the sale of the Property from the proceeds of that Property without the Broker being required to file a fee application.

Agent is aware of the provisions of Bankruptcy Code Section 328(a) and has agreed, notwithstanding the terms and conditions of employment herein set forth, that the Court may allow compensation different from the compensation provided herein if such terms and conditions proved to have been improvident in light of developments unanticipated at the time of the fixing of such terms and conditions.

The Agent has not received any retainer or other compensation for its retention by the Trustee and will only receive compensation as authorized by this Court pursuant to this Application to be paid from the proceeds of the sale of the Property.

The Agent is Disinterested

To the best of Applicant's knowledge, and based upon the Declaration of Clarence
Yoshikane filed concurrently herewith, neither the Agent, nor any persons employed by BHHS /
Berkshire Hathaway HomeServices CA Properties, have any connection with the Debtor,
creditors, or any other party in interest, their respective attorneys and accountants, Judge of the
Bankruptcy Court, the United States Trustee, and any person employed by the Office of the

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| Case | 8:24-bk-12527-TA Doc 67 Filed 04/11/25 Entered 04/11/25 17:09:52 Desc Main Document Page 4 of 19 | | | | | | | |
|---------------------------------|---|--|--|--|--|--|--|--|
| 1 | United States Trustee, hold or represent any interest adverse to that of Debtor or the Debtor's | | | | | | | |
| 2 | estate and that Agent is a disinterested person within the meaning of 11 U.S.C. Section 101(14). | | | | | | | |
| 3 | Trustee believes that employment of the Agent will be in the best interest of the | | | | | | | |
| 4 | bankruptcy Estate. | | | | | | | |
| 5 | Conclusion | | | | | | | |
| 6 | WHEREFORE, Trustee requests that he be authorized to employ Clarence Yoshikane of | | | | | | | |
| 7 | Berkshire Hathaway HomeServices CA Properties as the Estate's real estate agent on the terms | | | | | | | |
| 8 | and conditions set forth herein, that Trustee be empowered to execute the Listing Agreement, | | | | | | | |
| 9 | and for such other and further relief as is just. | | | | | | | |
| 10 | Dated: April 11, 2025 Respectfully submitted, | | | | | | | |
| 11 | /s/ Richard A. Marshack | | | | | | | |
| 12 | Richard A. Marshack, Chapter 7 Trustee for the Bankruptcy Estate of Kristina Lynn Smith | | | | | | | |
| 13 | Bunkruptey Estate of Kristina Lynn Sinter | | | | | | | |
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| | 4 EMPLOY AGENT APPLICATION | | | | | | | |

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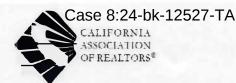
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Declaration of Clarence Yoshikane

- 2 I, CLARENCE YOSHIKANE, declare and state as follows:
 - 1. I am a licensed real estate agent and employed with Berkshire Hathaway HomeServices CA Properties ("Broker" or "Firm"), 1400 Newport Center Drive, Suite 200, Newport Beach, California 92660; telephone (714) 606-5765.
 - 2. I am familiar with the foregoing Application to Employ Real Estate Agent (the "Application") and the real property located at and commonly known as 27591 Kathy Ct., Laguna Niguel, CA 92677 ("Property") and believe that I am qualified to represent the Trustee and the Estate in connection with the marketing of the Property. I am very familiar with the market for its sale.
 - 3. The Firm has extensive experience in residential and commercial real estate transactions.
 - 4. The Firm has performed services for other Chapter 7 trustees in the Central District of California and the Firm is familiar with the rules and processes employed in the bankruptcy courts for the Central District of California.
 - 5. I have agreed to accept employment on the terms and conditions set forth in the Application and Listing Agreement for the sale of the Property. A true and correct copy of the Property Listing Agreement is attached hereto as Exhibit "1."
 - 6. In my experience, 8% is a reasonable projection of the costs of sale, taking into account an 6% sales commission and 2% escrow, title and incidental costs.
 - 7. I have agreed and understand, notwithstanding the terms and conditions of employment set forth herein, that the Court may allow compensation different if such terms and conditions prove to have been improvident in light of developments unanticipated at the time of fixing such terms and conditions.
 - 8. The Firm is a "disinterested person" within the meaning of Bankruptcy Code Section 101(14). The Firm does not have an interest adverse to the Debtor or the Estate. As of the Petition Date, the Firm was not a creditor of the Estate and was not owed any funds by the Debtor.

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|---|
| 9. The Firm has no pre-petition claim against Debtor's Estate. |
| 10. To the best of my knowledge, the Firm has no connections with the Debtor, |
| creditors, any other party in interest, their respective attorneys and accountants, the United States |
| trustee, or any person employed in the office of the United States Trustee. |
| 11. To the best of my knowledge, the Firm has no relation to any judge of the United |
| States Bankruptcy Court for the Central District of California, the United States Trustee, or any |
| person currently employed in the Office of the United States Trustee. |
| 12. The Firm has not received a retainer for the services to be performed herein. |
| 13. The Firm understands that its compensation in this case is subject to approval of |
| this Court pursuant to 11 U.S.C. § 328. |
| 14. To the best of my knowledge, I represent no interest which would be adverse to |
| this Estate or its creditors or any party in interest in this proceeding and I am a "disinterested |
| person" as the term is defined in Bankruptcy Code Section 101(14). |
| |
| I declare under penalty of perjury that the foregoing is true and correct. Executed on |
| March April 11, 2025. |
| CMS |
| CLARENCE YOSHIKANE |
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Doc 67 Filed 04/11/25 Entered 04/11/25 17:09:52 Main Docisies Company Regarding REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

BERKSHIRE HATHAWAY California Properties

(C.A.R. Form AD, Revised 12/21)

[(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(i), (k), and (l),

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE. ABN: 636 632 34

| | | THIN LD ON | IIIL,OLOGIND I AG | - APN: 63 | 6-632-34 | Case No. 8:24 | 4-bk-12527-1A |
|--------------|--------------------|--|----------------------------|------------------|--------------|---------------------|------------------|
| Buyer Seller | Landlord Tena | nt land | 1/t, Trusto | e | | Date | 3-30-25 |
| | Landlord Tena | | k, Ch 7 Trustee for the Es | tate of: Kristin | a Lynn Smith | Date _ | |
| Agent | Berkshire Hathaway | HomeServices CA Prope Real Estate Broker (F | | | DRE | E Lic. # <u>013</u> | 17331 |
| Ву | e | The second secon | C arence Y chikane | DRE Lic. # | 00801398 | Date _ | January 28, 2025 |
| | (Salesperson or | Broker-Associate, if any |) | | | | |

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AD REVISED 12/21 (PAGE 1 OF 2)

Jennifer Toyama





BK / Listing

EXHIBIT 1

agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent.

(h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family

residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in

Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent means an agent who represents a buyer in a real property transaction. 2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form: Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _ Is the broker of (check one): the seller; or both the buyer and seller. (dual agent) Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number Is (check one): ___ the Seller's Agent. (salesperson or broker associate) ___ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY ____ License Num License Number Is the broker of (check one): _ the buyer; or _ both the buyer and seller. (dual agent) DO NOT COMPLETE. SAMPLE ONLY License Number Is (check one): ___ the Buyer's Agent. (salesperson or broker associate) ___ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide

disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker. 2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

any such agreement snall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by the agent to dual agent.

by an agent, that does not, of itself, make that agent a dual agent.
2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of

the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees,

subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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BK / Listing



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buver or Selfer Disclosure and Consent and agrees to the agency possibilities disclosed.

| Seller Richard A. Marshack, Ch 7 Trustee for | the Estate of: Kristina Lynn Smit | Date |
|---|-----------------------------------|-----------------------|
| Buyer | | Date |
| Buyer | | Date |
| Buyer's Brokerage Firm | DRE Lic # | Date |
| Ву | DRE Lic # | Date |
| Seller's Brokerage Firm Berkshire-Hathaway HomeServices CA Properties | DRE Lic # 01317331 | Date January 28, 2025 |
| By Clarence Yoshikane | DRE Lic # 00801398 | Date |

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525 South Virgil Avenue, Los Angeles, California 90020

PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



Doc 67 Filed 04/11/25 Entered 04/11/25 17:09:52

Mairesment Lismas Agreement

(Exclusive Authorization and Right to Sell) (C.A.R. Form RLA, Revised 6/21)



Date Prepared: January 28, 2025

| - | employs and grants Berkshire | A. Marshack, Ch 7 Trustee for the Estate Hathaway HomeServices CA Properties | e or. Kristina Lynn Smith | ("Seller ("Broker" |
|--|--|--|--|--|
| heainnin | | d ending at 11:59 P.M. on (date) | July 28, 2025 | ("Listing Period |
| | usive and irrevocable right to sell or exchange | | | |
| ano oxore | acive and increasing right to content oxona | , situated in | Laguna Niguel | |
| | Orange (County), California, | | 's Parcel No. 636-632-3 | (City "Property" |
| | s Property is a manufactured (mobile) home | | ddendum (C A P. form M | LLI A) for addition |
| terms. | or reporty to a manadator (mobile) from | 5. Occ mandiactured frome Listing A | daendam (C.A.N. Iomi W | ii ila) ioi audilioi |
| This | s Property is being sold as part of a pro um and Advisory (C.A.R. form PLA) for add G PRICE AND TERMS: | obate, conservatorship, guardianshi litional terms. APN: 636 | 622 24 | for Probate Listi 4-bk-12527-TA |
| A. The | e listing price shall be: One Million Nine I | Hundred Ninety Nine Thousand Nine Hundred | and Ninety Nine | |
| | | | Dollars (\$ 1,999,99 | 9 |
| B. Listi | ting Terms: Two Percent Carve-out to t | the Bankrupcty Estate from Tota | l Commission. | |
| | | | | |
| COMPE | ENSATION TO BROKER: | | | |
| compei A. Selle | lually and may be negotiable bet ensation and fees to Broker). ler agrees to pay to Broker as compensation | on for services irrespective of agenc | y relationship(s), either | |
| Of th | he listing price (or if a purchase agreement | t is entered into, of the purchase pri | ce), or 🔲 \$ | , as follows |
| | If during the Listing Period, or any extensi | sion Broker apparating broker S | oller or any other person | |
| (1) | | | | |
| | willing, and able buyer(s) whose offer to p | | | |
| | Buyer completes the transaction or is pre- | | | |
| | escrow resulting from such offer closes du | | | |
| OR-(2)- | If within calendar days (a) after the | end of the Listing-Period or any e | ktension;-or-(b)-after-any- | cancellation-of- |
| | -Agreement, Linless otherwise agreed, -Selle | er enters into a contract to sell con | vev Jesse or otherwise tr | ansfer the Prone |
| | 1 1 1 1 1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | ; or (ii) for whem Broker | |
| OR (3) | broker-submitted to Seller a signed, written however, shall have no obligation to Brower any extension or eancellation, Broker half, without Broker's prior written consen | en offer to acquire, lease, exchange ker under paragraph 3A(2) unless, as given Seller a written netice of the t, the Property is withdrawn from | not later than the end of enames of such Prespectually, conveyed, leased, | ne Property. Self f the Listing Per tive Buyers. -rented, otherw |
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| | | Case 8:24-bk-12527-TA |
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| Pro | perty | Address: |
| 4. | A. | ITEMS EXCLUDED AND INCLUDED: Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price. ADDITIONAL ITEMS EXCLUDED: ADDITIONAL ITEMS INCLUDED: |
| | | Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the |
| | | purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement. |
| | В. | (1) LEASED OR NOT OWNED ITEMS: The following items are leased or not owned by Seller: Solar power system Alarm system Propane tank Water Softener Other |
| | | (2) LIENED ITEMS: The following items have been financed and a lien has been placed on the Property to secure payment: Solar power system Windows or doors Heating/Ventilation/Air conditioning system Other Sollor will provide to Place as part of the calculation of the conditioning system. |
| | | Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item. |
| 5. | | LTIPLE LISTING SERVICE: |
| | A. | WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in paragraph 7, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are |
| | | participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online. |
| | B. | WHAT INFORMATION IS PROVIDED TO THE MLS: All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS. |
| | C. | WHAT IS BROKER'S MLS? Broker is a participant/subscriber to Multiple Listing Service (MLS) and possibly others. That MLS is (or if checked _ is not) the primary MLS for the geographic area of the Property. When required by paragraph 7 or by the MLS, Property will be listed with the MLS(s) specified above. |
| 6 | BF | NEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS |
| O. | A. | EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online. IMPACT OF OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and |
| | | acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property |
| | | listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property. |
| | C. | REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price. |
| | D. | NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale. |
| | t | Seller's Initials / Broker'e/Agent's Initials / |
| 7. | | BLIC MARKETING OF PROPERTY: CLEAR COOPERATION POLICY: MLS rules require (Do NOT require – see 7F) that residential real property with |
| | B. | one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing. PUBLIC MARKETING WITHIN CLEAR COOPERATION: (i) Public marketing includes, but is not limited to, flyers |
| | | displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with |
| | C. | the listing brokerage, and one-to-one promotion between these licensees and their clients. "COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM): Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how |
| | | any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Seller does (does not) authorize Broker to utilize Coming Soon status, if any. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed. |
| | D. | Seller Instructs Broker: (MLS may require C.A.R. Form SELM or local equivalent form) (1) Seller instructs Broker to market the Property to the public, and to start marketing on the beginning date of this Agreement or |
| RI | A R | EVISED 6/21 (PAGE 2 OF 5) Seller's Initials |
| | | 201/01 40329 |

BK / Listing

| Pro | perty | Ma ty Address:,, 27591 Kathy Ct, La | IN Document Iguna Niguel, CA 92677 | Page 13 of 19 | | |
|-----|----------|---|---------------------------------------|---|---|--------------------------------|
| | OR | R (2) Seller instructs Broker NOT to | market the Propert | v to the public Se | eller understands that no | nublic marketing |
| | 011 | will occur and the scope of mark | | | | |
| | | the brokers and licensees affiliated v | | | | |
| | E. | Whether 7D(1) or 7D(2) is selected | d, Seller understa | inds and agrees the | hat should any public | marketing of the |
| | | Property occur, the Property listing will be | | | | |
| | F. | | | | | |
| | | parenthetical), 7B, 7D and 7E do | | | sclose to Seller and obtain | n Seller's consent |
| 8. | MIS | for any instruction to not market the LS DATA ON THE INTERNET: MLS rul | | | ole by the MIS to addition | onal Internet sites |
| υ. | | less Broker gives the MLS instructions | | | | |
| | | ermitted by (or in accordance with) the MLS | | Joseph Internation to | iat can be excluded not | ii uio iiioiiiot uo |
| | | PROPÉRTY OR PROPERTY ADDRES | SS: Seller can inst | | | |
| | | Property address on the Internet (C./ | | | | |
| | D | consumers searching for listings on the I | | | | |
| | Ь. | FEATURE OPT-OUTS: Seller can in Participant or Subscriber Websites or | | | | |
| | | (C.A.R. Form SELI). Seller understand | | | | |
| | | Participants and Subscribers who are | | | | |
| | | may or may not have the features se | | | | |
| | | control or block such features on other Ir | | | | |
| | | (1) COMMENTS AND REVIEWS: The | | | | |
| | | ability to link to another site conta | aining such comme | nts or reviews if the | e link is in immediate co | njunction with the |
| | | Property display. (2) AUTOMATED ESTIMATE OF VA | LUE: The ability to | create an automat | ed estimate of value or | to link to another |
| | | site containing such an estimate of v | | | | |
| | | Seller elects to opt out of certain | | | | |
| 9. | SEI | ELLER-REPRESENTATIONS:-Seller-repre | | | | |
| | of_l | Default_recorded_against_the_Property;- | (ii)-any-delinquent- | amounts-due-under | any lean secured by, | or_other_obligation_ |
| | | feeting, the Property; (iii) any bankruptey, | | | | |
| | | Iministrative action, government investigat | | | | |
| | Sell | eller's ability to transfer it; and (v) any su emptly netify Broker in writing if Seller besc | rre nt, pending-er-pr | e pceca-spesial-asse those items during t | bo Listing Period or any ex | spertySeller-snall- |
| 10 | | ROKER'S AND SELLER'S DUTIES: | mes-aware-or-any-s | these tems sunng-t | ne- Lioning-Fened-er-any -es | REHOICH-THEICOT. |
| | | Broker Responsibility, Authority and | Limitations: Broker | agrees to exercise re | easonable effort and due d | liligence to achieve |
| | | the purposes of this Agreement. Unless | | | | |
| | | required, to (i) order reports and disclo | | | | |
| | | Property by any method and in any med by these media, control the dissemination | | | | |
| | | licensee making an inquiry the receipt of | | | | to any real estate |
| | B. | Presentation of Offers: Broker agrees | s to present all offe | rs received for Selle | r's Property, and present | them to Seller as |
| | _ | soon as possible, unless Seller gives Bro | | ons to the contrary. | | |
| | C. | Buyer Supplemental Offer Letters (Bu | | duinem. (CAD Form | CLIDA) attached to this | Agreement informs |
| | | (1) Paragraph 8 of the Fair Housing a Seller of the practice of many buyer | s and their agents of | ivisory (C.A.R. Form | etter with an offer to try to i | nfluence a seller to |
| | | accept the buyer's offer. Buyer Lett | | | | |
| | | contain information about a buyer' | | | | |
| | | based upon protected classes or ch | | | | |
| | | (2) (A) Seller instructs Broker not to | | | | rately at a different |
| | | time. Seller authorizes Broker to spe | | | | -44 |
| | | OR (B) Seller instructs Broker to information about protected classe | | | | |
| | | whether to accept, reject, or count | | | | |
| | | Broker's advice and should seek the | | | of on buyer Letters, being | in to dolling against |
| | D. | | nted by Broker, and | to act in good faith | to accomplish the sale | of the Property by, |
| | | among other things, making the Proper | ty available for sho | wing at reasonable ti | imes and, subject to para | graph 3F, referring |
| | | to Broker all inquiries of any party inte | rested in the Proper | ty. Seller is respons | ible for determining at wh | at price to list and |
| | _ | sell the Property. | roos within 5 (or |) Dave of the | haginning data of this A | groomont to order |
| | E. | Investigations and Reports: Seller again, when required by the service provides | | | | |
| | | Structural Pest Control, General | | | | |
| | | Report, Roof Inspection, Pool Insp | | | | ji reminary (ride) |
| | | If Property is located in a Common Int | | | | that there may be |
| | | benefits to obtaining any required document | | | | |
| | | be limited to, potentially being able | | | | |
| | | complications due to late or slow deliver | y of such documents | 3. | | |
| | _E,_ | Seller_further_agrees_to_indemnify,_d | efend_and_hold_Br | oker_harmless_from | -all-claims, disputes, lit | gatio n, judgments, |
| | | attorney fees and costs arising from a | ny incorrect or inco | mplete intormation-s | upplied by Seller, or from | -any-material-tacts- |
| | | | ordering duringerous of | | The reporty. | ^ |
| RL | A R | REVISED 6/21 (PAGE 3 OF 5) | 13 | Seller's Initials | Khan 1 | _ {=} |

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Doc 67 Filed 04/11/25 Entered 04/11/25 17:09:52 Case 8:24-bk-12527-TA Desc

27591 Kathy CMain Dogwing of 17-602 age 14 of 19

11. DEPOSIT: Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

12. AGENCY RELATIONSHIPS:

Disclosure: The Seller acknowledges receipt of a x "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

Seller Representation: Broker shall represent Seller in any resulting transaction, except as specified in paragraph 3F.

POSSIBLE DUAL AGENCY WITH BUYER: Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

D. CONFIRMATION: Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

- POTENTIALLY COMPETING SELLERS AND BUYERS: Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a 🗶 "Possible Representation of More than One Buyer or Seller -
- Disclosure and Consent" (C.A.R. Form PRBS).

 13. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO: Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.

14. PHOTOGRAPHS AND INTERNET ADVERTISING:

- In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or I if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.
- B. Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked)
 Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 15. KEYSAFE/LOCKBOX: A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker's discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a

Seller does (or if checked does not) authorize Broker to install a keysafe/lockbox.

TENANT-OCCUPIED PROPERTY: If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).

16. SIGN: Seller does (or if checked does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.

- 17. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 18. ATTORNEY FEES: In any action, proceeding or arbitration between Seller and Broker to enforce the compensation provisions of this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker, except as provided in paragraph 22A.

| 19. | ADDITIONAL TERMS: REO Advisory Listing (C.A.R. Form REOL) Short Sale Information and Advisory (C.A.R. Form SSIA) |
|-----|--|
| | Trust Advisory (C.A.R. Form TA) |
| | Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction |
| | |

PROPERTY TO BE SOLD IN "AS-IS", "WHERE-IS" CONDITION WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED. PEST CONTROL/TERMITE INSPECTION REPORT AND ANY CORRECTIVE WORK WILL NOT BE PROVIDED, COMPLETED BY NOR PAID FOR BY SELLER.

TRUSTEE'S ADDENDUM TO EXCLUSIVE AND RIGHT TO SELL IS INCORPORATED HEREININ ITS ENTIRETY

RLA REVISED 6/21 (PAGE 4 OF 5)

Seller's Initials



| Case 8:24-bk-2 Property Address:,, | 27501 Vathy Ct Jagu | 67 Filed 04/11/25 Entere Proved in 6/16 ⁷⁷⁻⁶⁰²⁵ age 15 of 1 | ed 04/11/25 17:09:5 | 2 Desc |
|--|---|---|--|--|
| MANAGEMENT APPRO Agreement on Broker's to | DVAL : If an associate behalf, and Broker or l | e-license e in Broker's office (sales Manager does not approve of its terr | person or broker-a ssocia | ate) enters into this as the right to cancel |
| this Agreement, in writing 1. SUCCESSORS AND AS | | ts execution. nt shall be binding upon Seller and Sel | ler's successors and assign | ns. |
| 2. DISPUTE RESOLUTION | _ | mediate any dispute or claim arising | | |
| compensation under among the parties in without first attemption after a request has available to that parties. B. ADDITIONAL MEDIA foreclosure or oth as defined in Civillien; and (iv) any filling of a court account and account a | this-Agreement, before two lved. If, for any distingtion to resolve the matte been made, then that yin any such action. ExATION TERMS: The fer action or proceed Code § 2985; (ii) matter that is with the control of the restriction to enable the resolved. | e-reserting to arbitration-or-court action opute or claim to which this paragraper-through-mediation, or-(ii)-before exparty-shall not be entitled to recover relusions from this mediation agreemed ollowing matters shall be excluded ding to enforce a deed of trust, ran unlawful detainer action; (iii) hin the jurisdiction of a probate ecording of a notice of pending action; | mediation-fees, if any, she applies, any party (i) commoneement-of an action attorney fees, even if they are specified in paragraph from mediation: (i) a judy mortgage or installment the filing or enforcement, small claims or baniction, for order of attach | nall-be-divided equally- onniences an action a, refuses-te-mediate- y-would otherwise-be- ph-22B. dicial or non-judicial land sale contract int of a mechanic's kruptcy court. The iment, receivership, |
| | | s, shall not constitute a waiver or vice Broker desire to resolve disputes arising the control of the control | | |
| court, they can docur 23. ENTIRE AGREEMENT: Agreement are supersed | ment their agreement b All prior discussions, need by this Agreement, | by attaching and signing an Arbitration egotiations and agreements between which constitutes the entire contract a | Agreement (C.A.R. Form A the parties concerning the nd a complete and exclusion | ARB). subject matter of this ve expression of their |
| | | ridence of any prior agreement or cornvalid, the remaining provisions will r | | |
| Agreement and any suppl 24. OWNERSHIP, TITLE A | ement, addendum or m ND AUTHORITY: Sel | nodification, including any photocopy or ler warrants that: (i) Seller is the over thas the authority to both execute the | facsimile, may be executed wner of the Property; (ii) | in counterparts. no other persons or |
| to ownership, title and a | | the state of the s | | |
| After Execution of this A thereof, letters testamen | Agreement, evidence of tary, court order, power | he individual is signing already exists of authority to act (such as but not lier of attorney, resolution, or formation seller has read, understands, rece APN: 636-632-34 | mited to: applicable trust documents of the busines ived a copy of and agre | document, or portion s entity). |
| Seller) | 1/ Tiple | | Date | 3-30.25 |
| Richard A. Marshack | | ate of: Kristina Lynn Smith | State | 7in |
| Address Telephone | Fax | E-mail | State | |
| | | | Date | |
| | | | | |
| Telephone | Fax | City E-mail | State | zip |
| Additional Signature Adde | | | | |
| Real Estate Broker (Firm) | Rerkshire Hath | away HomeServices CA Properties | DRE Lic. # | 01317331 |
| Address 1400 Newport C | enter Drive, Suite 200 | City Newpoo | rt Beach State CA | Zip 92660 |
| By Cell- | Tel714.606. | 5765 E-mail Clarence.Yoshikane@g | mail.comDRE Lic.# _00801398 | Date <u>January 28,</u> 20 |
| Clarence Yoshikane By | Tel. | E-mail | DRE Lic.# | Date |
| | t companies are co-lis | sting the Property. Co-listing Broker i | | |
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| REAL ESTATE BUSINESS a subsidiary of the CALIFO 5 5 525 South Viroil Avenue, Lo | 6 SERVICES, LLC. PRNIA ASSOCIATION OF RE 0s Angeles, California 90020 | EALTORS® | | |

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ADDENDUM TO EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL

This Addendum to Exclusive Authorization and Right to Sell Agreement ("Agreement") is entered into by and between Clarence Yoshikane and Berkshire Hathaway HomeServices California Properties (hereinafter "Agent") and Richard A. Marshack, as Chapter 7 Trustee for the Estate of: Kristina Lynn Smith 8:24-bk-12527-TA, pursuant to the following terms and conditions:

RECITALS

WHEREAS: <u>Kristina Lynn Smith</u> ("Debtor") filed a Voluntary Petition under Chapter 7 of Title 11 on <u>December 3, 2024</u>, initiating <u>Case No. 8:24-bk-12527-TA</u>, in the United States Bankruptcy Court, Central District of California.

WHEREAS: As a result of the conversion, <u>Richard A. Marshack</u> was appointed as Chapter 7 Trustee and is now the representative of the Estate charged with the disposition of property of the Estate.

In reference to the residential real property (the "Property") located at **27591 Kathy Ct, Laguna Niguel, CA 92677-6025** (APN: 636-632-34):

The undersigned hereby agree to this addendum as follows:

- 1. The parties acknowledge that this listing agreement and any agreement relating to the Property is not binding (including the entering into of a purchase agreement) until Bankruptcy Court approval. The parties acknowledge that the Bankruptcy Court may after approval of this agreement later reduce commissions agreed to.
- 2. Agent agrees to extensively market the Property through internet real estate websites and multiple listing services.
- 3. The Trustee shall have the right to sell the Property to anyone who, prior to the date of entering into this agreement, has expressed an interest in purchasing the Property, and Agent shall not be entitled to a commission on such a sale.
- 4. The Trustee shall further have the right at any time to sell the estate's interest in the Property to the Debtor, **Kristina Lynn Smith**.
- 5. A commission is not earned until court approval of a purchase agreement is obtained and escrow is closed.
- 6. All disputes between Agent and Trustee or regarding sale of the Property shall be resolved in the U.S. Bankruptcy Court, Central District of California, Santa Ana Division.



Zom

- 7. There shall be no claim by Agent for damages of any kind against Richard A. Marshack, or against the Law Offices of MARSHACK HAYS WOOD LLP. Any claim for damages by Agent as it relates to the listing or sale herein shall only be against the Bankruptcy Estate of Kristina Lynn Smith.
- 8. Agent agrees that any previous listing agreements with regard to this Property is Null & Void.
- 9. This listing is subject to is subject to entering into an agreement with Mr. Carr and approval of the Bankruptcy Court of that agreement.

The within agreement, upon its execution of both parties, is herewith made an integral part of the employment of Agent relating to the Properties herein and the aforementioned Agreement of Sale.

DATED:

AGENT:

Clarence Yoshikane, Trustee's Agent clarence yoshikane@gmail.com

DATED:

BANKRUPTCY TRUSTEE:

Richard A. Marshack, Chapter 7 Trustee for the

Bankruptcy Estate of <u>Kristina Lynn Smith</u> and not in his individual capacity or as a member of the Law Offices of

MARSHACK HAYS WOOD LLP

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 870 Roosevelt Avenue, Irvine, CA 92620

A true and correct copy of the foregoing document entitled (*specify*): **TRUSTEE'S APPLICATION TO EMPLOY REAL ESTATE AGENT**; **DECLARATION OF CLARENCE YOSHIKANE IN SUPPORT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

| Orders and LBR 11, 2025, I check | , the foregoing document will be served by ked the CM/ECF docket for this bankrupto | ECTRONIC FILING (NEF): Pursuant to controlling General the court via NEF and hyperlink to the document. On April case or adversary proceeding and determined that the execute NEF transmission at the email addresses stated below: |
|---|--|--|
| | | ⊠ Service information continued on attached page |
| known addresse envelope in the l | s in this bankruptcy case or adversary pro Jnited States mail, first class, postage pre | 225, I served the following persons and/or entities at the last ceeding by placing a true and correct copy thereof in a sealed paid, and addressed as follows. Listing the judge here empleted no later than 24 hours after the document is filed. |
| <u>DEBTOR</u> KRISTINA LYNN 27591 KATHY C LAGUNA NIGUE | | |
| | | ☐ Service information continued on attached page |
| 3. <u>SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL</u> (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge <u>will be completed</u> no later than 24 hours after the document is filed. | | |
| | | ☐ Service information continued on attached page |
| I declare under p | penalty of perjury under the laws of the Un | ted States that the foregoing is true and correct. |
| April 11, 2025 | Pamela Kraus | /s/ Pamela Kraus |
| Date | Printed Name | Signature |
| | | |

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): continued:

- David Coats dacoats@raslg.com
- Benjamin Heston bhestonecf@gmail.com, benheston@recap.email,NexusBankruptcy@jubileebk.net
- Richard G. Heston rheston@hestonlaw.com, yflores@hestonlaw.com,docs@hestonlaw.com,HestonRR41032@notify.bestcase.com,hestonlaw@recap.email
- Richard A Marshack (TR) pkraus@marshackhays.com, ecf.alert+Marshack@titlexi.com
- Matthew J StockI matthew.stockl@dinsmore.com, katrice.ortiz@dinsmore.com
- United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov
- **Julie J Villalobos** julie@oaktreelaw.com, oakecfmail@gmail.com;villalobosjr51108@notify.bestcase.com;gus@oaktreelaw.com
- Jennifer C Wong bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com